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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CAESARS WORLD, INC. and PARK
PLACE ENTERTAINMENT
CORPORATION,

Plaintiffs,

vs.

CYRUS MILANIAN and THE NEW LAS
VEGAS DEVELOPMENT COMPANY, LLC,

Defendants.

Case No. CV-S-02-1287-RLH-RJJ

MOTION OF ATTORNEY
GREGORY F. BUHYOFF, ESQ. TO
WITHDRAW AS COUNSEL OF
RECORD FOR DEFENDANTS
CYRUS MILANIAN AND THE
NEW LAS VEGAS
DEVELOPMENT COMPANY

Gregory F. Buhyoff, Esq. of the Law Office of Gregory F. Buhyoff, P.C. ("Attorney"), after providing notice to both Defendants and opposing counsel, respectfully moves this Court for permission to withdraw as counsel of record for Defendants CYRUS MILANIAN and THE NEW LAS VEGAS DEVELOPMENT COMPANY, LLC pursuant to LR IA 10-6 of the U.S. District Court Rules. This Motion is based on the recitation of facts and conclusions set forth below.

1. On January 6, 2003, Defendants sought legal representation from Nevada counsel in connection with the above-captioned matter. At the time, Defendants were facing a January 21, 2002 consolidated hearing on all of the issues raised by PLAINTIFFS' MOTION FOR PRELIMINARY

1 INJUNCTION AND FOR ADVANCEMENT AND CONSOLIDATION OF THE TRIAL ON THE
2 MERITS WITH THE HEARING OF THE MOTION FOR PRELIMINARY INJUNCTION
3 ("Plaintiffs' Motion") and, before that, a deadline of January 9, 2003 to oppose Plaintiffs' Motion.
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5 Defendants were desperate to quickly retain new counsel, as their previous counsel had
6 withdrawn from the case on or about December 19, 2002.

7 2. Attorney accepted the representation on the *express condition* that it would be strictly limited
8 to responding to Plaintiffs' Motion and attempting to settle the case in advance of the January 21, 2003
9 hearing. It was made clear to both Defendants at the outset that under no circumstances would
10 Attorney be willing to try the case. It was also made clear to both Defendants that at such time as it
11 became evident that the case could not be settled, Attorney would immediately withdraw from the
12 representation. Both Defendants agreed to this limited representation.
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14 3. On January 9, 2003, Attorney timely filed Defendants' Opposition to Plaintiffs' Motion and
15 Cross-Motion for Summary Judgment.
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17 4. On Friday, January 10, 2003, in the late afternoon, Attorney was informed that Defendant
18 Milanian was scheduled to have his deposition taken the following Monday, January 13, 2003, but that
19 Defendant Milanian would be unable to attend his deposition for medical reasons. Attorney was given
20 no prior notice of said deposition. Defendant Milanian was advised to obtain a letter from the treating
21 physician documenting the reasons why he was unable to attend his deposition and forward the same
22 to opposing counsel prior to the deposition. Defendant Milanian did not obtain said letter until
23 January 14, 2003, the day after the deposition. As a result, Attorney spent the better part of two days
24 addressing this and related issues with opposing counsel and this Court.
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26 5. On January 15, 2003, after extensive discussions with both Defendants, Attorney was given
27 authority to settle the case based on certain terms. Late in the evening on January 15, 2002, Attorney
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1 reached a tentative agreement with opposing counsel in general accordance with the authority given to
2 him earlier in the day by Defendants. Attorney and opposing counsel agreed that the latter would
3 prepare a written settlement agreement that would be submitted to the Defendants for their final
4 review. Later that evening, Attorney telephoned both Defendants to inform them of the general terms
5 of settlement and asked them to be available the following day for follow up discussions and to review
6 the written settlement agreement that would be prepared by opposing counsel.
7

8 6. The following morning, Attorney tried to reach Defendant Milanian several times to discuss
9 the settlement agreement and make logistical arrangements to sign the written settlement agreement if
10 its terms were acceptable. Defendant Milanian did not return any of Attorney's calls. In the
11 meantime, Attorney was contacted by Melvin Silverman, Esq., a new attorney to whom Defendant
12 Milanian had entrusted the matter without informing Attorney of the same. Mr. Silverman provided
13 Attorney with his preliminary comments concerning the proposed terms of settlement and Attorney
14 and Mr. Silverman agreed that Attorney would forward Mr. Silverman a copy of the draft settlement
15 agreement as soon as Attorney received the same from opposing counsel.
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18 7. Late in the day on January 16, 2003, Attorney was finally able to reach Defendant Milanian,
19 who told Attorney that Attorney should discuss all matters relating to the case with Mr. Silverman.
20 Attorney agreed to do so, and told Defendant Milanian to be available first thing in the morning on
21 January 17, 2003 to confer with Attorney and Mr. Silverman regarding the draft written settlement
22 agreement, a copy of which was also forwarded to Defendant Milanian in the late afternoon of January
23 16, 2003. Attorney also reminded Defendant Milanian that he would immediately withdraw from
24 the case if it did not settle in the morning of the following day.
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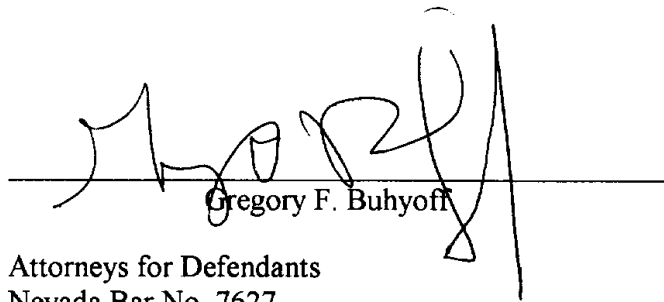
27 8. On January 17, 2003, settlement discussions reached an impasse when the parties failed to
28 agree as to the terms of the written settlement agreement.

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10. As noted above, each Defendant agreed from the beginning that Attorney's representation of them would be strictly limited, and that Attorney would withdraw from the case as soon as it became clear that it would not settle before trial. This Motion is therefore no surprise to Defendants. Moreover, as Attorney has been involved in the matter for only two weeks, and has no familiarity with it except to the extent of reading Plaintiffs' Motion and responding to it, and Attorney has not prepared to try the case (and could not have properly prepared), new counsel would be able to prepare for trial as quickly as Attorney could. Therefore, no one will be prejudiced if Attorney is permitted to withdraw from the case.

Based on the foregoing, Attorney respectfully requests the Court to grant him permission to withdraw from the case.

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